

A. G. Contract No. KR920141TRN
ECS File: JPA 92-14
Project: G 1050 17C
Section: Reconstruct SR-89L
Economic Strength Project

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PAGE

THIS AGREEMENT is entered into 28 May, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PAGE, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-1895.03 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 41-1513, and 28-1895 et seq to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the City.

3. The City has requested Economic Strength Project (ESP)
funds in the amount of \$91,150.00; the Arizona Department of
Commerce and the Economic Development Commission have
recommended the approval of such funds for the City, and the
Transportation Board has approved the funding for the design
and construction of the improvements to SR-89L, to include
roadway widening, the installation of curbs, gutter and
sidewalks, the addition of acceleration/deceleration lanes, a
west bound turn lane, and the extension and relocation of box
culverts, which will enhance the development of the adjacent
commercial and industrial properties, and aid in the retention
and development of local business, hereinafter referred to as
the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>16626</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>05/28/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wm. J. Greenwald</u>

II. SCOPE

1. The City will:

a. Insure the commitment of a minimum of \$91,150.00 funds to the Project and related improvements. Design and construct the Project, and upon completion, accept the Project on behalf of the City, and provide maintenance outside the State's right-of-way.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Administrative Services Division, 206 S. 17th Avenue, Room 200 B, Phoenix, AZ 85007), in the amount of \$91,150.00.

c. Provide the State a copy of the executed Project contract(s). Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of \$91,150.00

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers, or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the making of the ESP payment, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Director, Transportation Planning
206 South 17 Avenue, Room 300B
Phoenix, AZ 85007

City of Page
City Manager
697 Vista Avenue
Page, AZ 86040

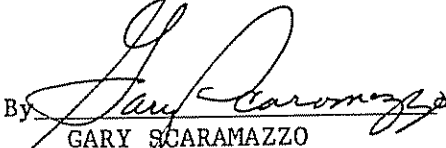
10. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

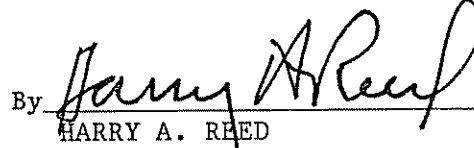
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PAGE


STATE OF ARIZONA

Department of Transportation

By 
GARY SCARAMAZZO
Mayor

By 
HARRY A. REED
Director, Transportation
Planning Division

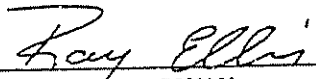
ATTEST:

By 
KAYE FINDLAY
City Clerk

RESOLUTION

BE IT RESOLVED on this 16th day of January 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the City of Page for the purpose of conveying Economic Strength Development funds to the City for improvements to SR-89L in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


P. CHARLES E. COWAN
Director

UNFINISHED

BUSINESS: (cont)

✓ ADOT Economic
Strength Grant/IGA
Agreement JPA 92-14

Motion by Councilwoman Langness and seconded by Councilwoman Neuburger to approve the Intergovernmental Agreement (JPA 92-14) between the State of Arizona and the City of Page and to authorize Mayor Gary Scaramazzo to sign same for the Economic Strength Project Grant. Motion carried by unanimous vote.

NEW BUSINESS:

✓ Easement Request/
Tract T, Block 152

Motion by Councilwoman Morgan and seconded by Councilman Woods to authorize the abandonment of a 30-foot-wide easement on Tract T, Block 152, of the Townsite of Page, as recorded in the Office of the County Recorder of Coconino County in Case 4, Map 114, and to direct Staff to record this easement abandonment with the Coconino County Recorder's Office. Motion carried by unanimous vote.

BIDS:

None.

MAYOR:

None.

MANAGER:

✓ Direction to Staff/
Finalize LPR 91-06-02
Page Unified School
District Land Swap

Dr. Dan Dodds, Superintendent of Schools, was available to answer any questions Council may have on this subject. In essence the School is asking the City to abandon San Francisco Street from the Page/Lake Powell Mobile Home Village boundary to Elk Road. Failure to obtain this concession from the City would very likely result in the School District abandoning its efforts to obtain this property. Realignment is an option but the School Board wishes to concentrate its monies on the school itself, not on streets. There is no other viable site for an elementary school. This site was chosen because it's centered in a growth area and is in close proximity to many of its students.

Discussion that followed included: Page Transportation Study did not address closure of this street; fire lanes both for the safety of the students and also the safety of the residents of the Mobile Home Park; using San Francisco as a barrier to Cemetery property.

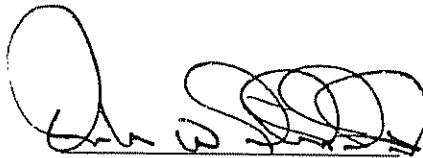
Motion by Councilman Woods and seconded by Councilwoman Langness to reject the School District's proposal to abandon San Francisco Street and to encourage Staff to work with the School Board in realigning San Francisco Street while making it financially feasible to do so. Motion carried by unanimous vote.

JPA 92-14

APPROVAL OF THE PAGE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PAGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 24 day of APRIL, 1992.

A handwritten signature in black ink, consisting of a large initial 'C' followed by several loops and a final flourish.

City Attorney



STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS
ATTORNEY GENERAL

May 15, 1992

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-0141-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of May, 1992.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ls
7333G/66